Please Initial Here: _____

REQUEST TO TRANSFER SOFTWARE LICENSE AND INTEGRATED LICENSE AGREEMENT (FROM PURCHASER TO PURCHASER), (Rev. 11/2011)

Please follow these instructions:

1. **The current licensee and the transferee must sign this document in the presence of a notary public**.
2. **The notary must witness, and sign his or her name on this document and apply the notary stamp to this document**.
3. **The new licensee must initial the top of each page**.
4. **A payment must be made payable in the amount of $200.00 in the form of a check, money order or credit card to Elite Software to cover the cost of the license transfer fee**.
5. **This original agreement, not a copy, must be sent to Elite Software. This agreement will not be accepted via a fax. Mail agreement and cashier's check to: Elite Software, Inc., 3324 W. University Avenue, #130, Gainesville, FL 32607.**

THIS SECTION TO BE SIGNED BY THE "CURRENT" LICENSEE:

The current licensee named below (the "CURRENT LICENSEE"), by and through the undersigned, who acknowledges he/she is authorized to bind the CURRENT LICENSEE hereto, requests Elite Software, Inc. approve the transfer of its license to use the Elite Property, as that term is defined in the License Agreement previously executed by CURRENT LICENSEE, and which is currently licensed to CURRENT LICENSEE, to the following individual or entity _____ (the "TRANSFEREE"). I agree to: refrain from further use of the Elite Property, destroy all copies of the Elite Property, and provide the disks, manuals, security device, and all related documentation to TRANSFEREE. Enclosed with this letter is a nonrefundable payment in the amount of U.S. $200.00 to be applied towards the transfer fee. This payment will cover the administrative costs associated with Elite Software, Inc.'s approval of the transfer of the license.

THIS IS A LEGALLY BINDING AGREEMENT; PLEASE READ ALL PAGES. THIS AGREEMENT IS THE OBLIGATION OF THE CURRENT LICENSEE NAMED BELOW:

_____

CURRENT LICENSEE's* Printed Name (* If Current Licensee is a corporation or an entity other than an individual, then the name of that corporation or entity should be printed as Current Licensee.)

_____ _____

Signature of LICENSEE or LICENSEE's Agent

Printed Name of Person Signing (if NOT an individual or sole proprietor)

_____ _____

Title of Person Signing

Date

_____

CURRENT LICENSEE Address City State Zip/Postal Code

_____ _____ _____

Phone Fax E-mail address

CURRENT LICENSEE listed above is a(n): [ ] Individual/Sole Proprietorship [ ] Limited Liability Company (LLC)

[ ] Limited Partnership [ ] Corporation [ ] General Partnership

STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared the above referenced CURRENT LICENSEE or agent of the above referenced CURRENT LICENSEE who states his/her name is _____, who [ ] is personally known / [ ] did show identification to me, and under oath does state that he/she is the aforementioned named CURRENT LICENSEE or agent of the aforementioned CURRENT LICENSEE and who did execute the forgoing in my presence.

Please Initial Here: _____

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 20_____.

Witness my hand and seal:

_____ _____
Signature of Notary Public Date

My commission expires: _____

ELITE SOFTWARE, INC. LICENSE AND PURCHASE AGREEMENT (Rev. 11/2011)

THIS LICENSE AND PURCHASE AGREEMENT (the "Agreement") is to induce Elite Software, Inc., hereinafter referred to as ELITE, to sell a software license to the undersigned and the undersigned, hereinafter referred to as TRANSFEREE, acknowledges and agrees to the following provisions:

1. **APPLICATION OF AGREEMENT.** This Agreement applies to the following: as of the date of this Agreement, the most recent release of **Elite Salon & Spa Management™** software program, without regard to the name under which said software program is marketed (the "Software Program"), and any and all modules and components of the Software Program, including, but not limited to, **Elite Salon & Spa Payroll™**, **Elite Configuration™,** and **Elite Network Administrator™** (the "Components and Modules") regardless of the release of the Components and Modules or the name under which the Components and Modules are marketed. The terms of this Agreement also apply to the Purchase Customer Security Device (the "PCSD") that must be connected to the back of the computer in order for the Software Program to function. The Software Program, the Components and Modules, and the PCSD shall be collectively referenced as the "Elite Property".

2. **TERMS OF USE.** TRANSFEREE has the non-exclusive right to use the Elite Property and its documentation. TRANSFEREE may only use the Elite Property on a single computer at any one time and may do so only via a user interface connected directly to said single computer and not in any manner over a network, regardless of whether said network is a wide area network (WAN) or a local area network (LAN). If TRANSFEREE desires to use the Elite Property on a network joining one server to one or more workstations via the terminal services feature of any operating system, TRANSFEREE must purchase a separate network license. The Software Program requires the PCSD to be connected to the back of the computer for the Software Program to function. The purpose of the PCSD is to assist ELITE in controlling the sale, distribution, and use of illegal copies of the Software Program. TRANSFEREE may NOT distribute copies of or documentation of the Elite Property to others. **THE ACTUAL SOFTWARE PROGRAM, COMPONENTS AND MODULES, AND PCSD REMAIN THE PROPERTY OF ELITE**. TRANSFEREE may not sell the license to the Elite Property, including the manuals and documentation of same, to another person at any price. Although TRANSFEREE may make a backup copy of the Software Program and Components and Modules for TRANSFEREE's own use, TRANSFEREE is not allowed to make unlimited copies. It is illegal to make copies of the Software Program, or Components and Modules, except for backups exclusively for TRANSFEREE's use. The Software Program and Components and Modules are protected by the copyright laws pertaining to computer software. It is illegal to give copies of the Software Program, Components and Modules, or manuals and documentation of same to another person, or to duplicate the Software Program or Components and Modules by any other means, including electronic transmission. The Elite Property contains trade secrets and in order to protect such trade secrets TRANSFEREE may not decompile, reverse engineer, disassemble, or otherwise reduce the Elite Property to human-perceivable form. TRANSFEREE may not modify, adapt, translate, rent, lease, or create derivative works based upon the Elite Property or any part thereof.

3. **PCSD VALUE AND REPLACEMENT. The PCSD is ELITE's property. The value of a non-network enabled PCSD is $3,495.00. If TRANSFEREE no longer has possession of the PCSD, ELITE will replace the non-network enabled PCSD at the price of $3,495.00. The value of a network enabled PCSD is established in the *Elite Software, Inc. Network License Purchase Agreement* and ELITE will replace a network enabled PCSD as set forth in said network license agreement**.

4. **RELATIONSHIP.** The relationship between TRANSFEREE and ELITE will involve a series of steps:

   a) Initially, TRANSFEREE will provide this signed Agreement to ELITE. This Agreement can be mailed to ELITE at 3324 W. University Avenue, #130, Gainesville, FL 32607.

   b) Once ELITE approves this Agreement TRANSFEREE may install and begin using the Elite Property.

   c) Once TRANSFEREE receives the PSCD, TRANSFEREE shall install the PCSD. Under no circumstance will ELITE allow the Software Program to function indefinitely without the PCSD. Additionally, TRANSFEREE agrees ELITE is not responsible for any costs TRANSFEREE may incur as a result of repairing an existing USB port, installing a new USB port, or replacing the computer.

5. **NO REFUNDS. TRANSFEREE understands that ALL payments to ELITE are final and non-refundable**.

6. **SOFTWARE RELEASE UPGRADES.**

Please Initial Here: _____

(a) If TRANSFEREE:

(i) pays for Basic Support on an annual or daily basis, pursuant to the *Elite Software, Inc. Purchase Customer Basic Support Agreement*; or

(ii) elects not to enroll in a Basic Support plan;

then ELITE will provide, at no cost to TRANSFEREE, release upgrades released within the first six (6) months following the date this license to use the Software Program is first purchased. After this initial six (6) month period, EACH release upgrade will be available to TRANSFEREE for a fee. TRANSFEREE may only upgrade to the most recent release of the Software Program, and no other release and TRANSFEREE must pay the applicable fee for EACH interim release upgrade produced by ELITE between the end of the initial six (6) month period following TRANSFEREE's purchase of this license and the release date of the most recent release of the Software Program.

(b) If TRANSFEREE is enrolled in ELITE's Monthly Basic Support program pursuant to the *Elite Software, Inc. Monthly Basic Support Agreement*, then

(i) within the first six (6) months following the date this license to use the Software Program is first purchased, ELITE will provide, at no cost to TRANSFEREE, release upgrades released during said six (6) month period.

(ii) within the twenty-four (24) month period that begins on the first day of the first month after signing the *Elite Software, Inc. Monthly Basic Support Agreement***,** ELITE will provide, at no cost to TRANSFEREE, any and all release upgrades released during said twenty-four (24) month period. After this twenty-four (24) month period, upgrades of the Software Program and Components and Modules shall be controlled by the provisions of Paragraph 6(a), hereof, unless TRANSFEREE re-enrolls in the Monthly Basic Support program for another twenty-four (24) month period.,

7. **ADDITIONAL LICENSES FOR USE OF ELITE PROPERTY.** To purchase additional licenses to use the Elite Property, TRANSFEREE shall sign a separate *Elite Software, Inc. Additional License and Purchase Agreement* for EACH additional license to use the Elite Property. ELITE reserves the right to limit additional licenses acquired by TRANSFEREE to only "purchase", and not "monthly subscription", licenses. If TRANSFEREE elects to renew Basic Support, TRANSFEREE must renew Basic Support for each and every license owned by TRANSFEREE. If TRANSFEREE owns multiple licenses, TRANSFEREE may not renew Basic Support for only one (1) license owned. TRANSFEREE must be affiliated with the locations where the Software Program is to be used in the same manner of TRANSFEREE's affiliation with the location where the Elite Property originally licensed to TRANSFEREE is used, AND all additional license agreements must be signed in exactly the same manner as found on this Agreement.

8. **CHANGES TO TRANSFEREE CONTACT INFORMATION.** Any changes to TRANSFEREE's name, mailing address, physical address where the Elite Property is used, or TRANSFEREE's telephone numbers during the course of this Agreement, shall be provided to ELITE by TRANSFEREE using the *Elite Software, Inc. Change in Customer Information Form* (located in the Help screen of the Software Program), or over the telephone to an ELITE representative when validated by TRANSFEREE with the customer security password.

9. **EXCHANGING OR REPAIRING THE PURCHASE CUSTOMER SECURITY DEVICE (THE "PCSD"). ELITE warranties the PCSD for the cost of parts and labor for a period of five (5) years from the date this license was first granted by ELITE to TRANSFEREE's predecessor or predecessors in interest.** If TRANSFEREE needs to return a PCSD to ELITE because it appears defective or damaged, or TRANSFEREE desires to exchange a PCSD for another PCSD, TRANSFEREE shall i) contact ELITE to request a return merchandise authorization ("RMA") number, ii) complete the *Purchase Customer Security Device Repair Order* form (located in the Help screen of the Software Program), iii) ship the PCSD, freight pre-paid by TRANSFEREE, with the RMA number clearly printed on the outside of shipping package, to the following address: Elite Software, Inc., 3324 W. University Ave., #130, Gainesville, FL 32607, U.S.A. , and iv) prepay $69.00 to be applied toward the "security device repair or exchange fee". TRANSFEREE agrees to ship the PCSD in a padded and well-sealed envelope via U.S. Certified Mail, or other reliable courier that provides written proof of delivery, insuring the PCSD with courier against loss or damage for the amount of $3,495.00. If the PCSD is network enabled, then TRANSFEREE agrees to insure the PCSD with courier as set forth in the *Elite Software, Inc. Network License Purchase Agreement*. The "security device repair or exchange fee" of $69.00 may change from time to time and any changes are posted on Elite's web site -- http://www.elitesoftware.com/tech/tech.htm. ELITE will not accept any shipment not clearly displaying the RMA number on the outside of the package. Once received, ELITE will verify the PCSD is the PCSD initially furnished by ELITE to TRANSFEREE using the unique serial number embedded in the PCSD, and verify TRANSFEREE has prepaid the "security device repair or exchange fee". Upon verification, ELITE agrees to repair or exchange, and ship the PCSD back to TRANSFEREE free of charge, provided TRANSFEREE's business is located within the 48 contiguous states of the United States. If TRANSFEREE's business is in Hawaii, Alaska, Puerto Rico, the U.S. Virgin Islands, or any country outside of the United States, TRANSFEREE agrees to pre-pay the shipping costs incurred in shipping the PCSD from ELITE to TRANSFEREE. **If the PCSD becomes defective AFTER five years from the date this license to use the Software Program was first granted by ELITE to TRANSFEREE's predecessor or predecessors in interest, TRANSFEREE must purchase a new PCSD at ELITE's prevailing price for such a device at that time. ELITE will replace a network enabled PCSD as set forth in the *Elite Software, Inc. Network License Purchase Agreement*.**

10. **LICENSE TRANSFER.** This Agreement is non-transferable or assignable by TRANSFEREE without the prior written consent of ELITE. ELITE will consider approval of transfer of this license upon receipt of the following documents from TRANSFEREE: a) the

Request to Transfer Software License and Integrated License Agreement signed by BOTH the previous licensee and the new licensee, and b) a non-refundable payment of $200 to cover the cost of transferal, plus a payment for any outstanding balances. If the transfer is NOT approved by ELITE, TRANSFEREE is still the responsible party under this License and Purchase Agreement.

11. **INDEMNIFICATION OF ELITE FOR SHIPPING RELATED DAMAGE AND LOSSES.** TRANSFEREE expressly indemnifies and holds harmless ELITE for any and all losses that may occur during shipping of items to or from ELITE.

12. **ELITE'S HOURS OF OPERATION.** Hours of operation for the **Sales Department** are Monday through Friday from 10:00 a.m. to 6:00 p.m., Eastern Standard Time, excluding all holidays. Hours of operation for the **Training Department** are Monday through Friday from 10:00 a.m. to 6:00 p.m., Eastern Standard Time, excluding all holidays. Hours of operation for the **Technical Support Department** are Monday through Friday from 9:00 a.m. to 6:00 p.m., Eastern Standard Time, excluding all holidays, and Saturday from 10:00 a.m. to 2:00 p.m., Eastern Standard Time, excluding all holidays. Hours of operation for the **Accounting Department** are Monday through Friday from 10:00 a.m. to 2:00 p.m., Eastern Standard Time, excluding all holidays. ELITE's hours of operation are subject to periodic change and these periodic changes will be posted on Elite's web site -- http://www.elitesoftware.com/tech/tech.htm.

13. **INITIAL BASIC SUPPORT.** ELITE will provide to TRANSFEREE, from the date TRANSFEREE's predecessor or predecessors in interest first purchased the license to use the Software Program, six months of free ***basic training and technical support***, ("Basic Support"), via the telephone. Thereafter, Basic Support may be purchased on an annual, monthly or daily basis. At the time of execution of this Agreement the annual rate is $295.00 per each license owned by TRANSFEREE plus $100.00 for every network license (per every five computers) owned by TRANSFEREE; the monthly rate is $30.00 per each license owned by TRANSFEREE plus $10.00 for every network license (per every five computers) owned by TRANSFEREE; and the daily rate is $95.00 per each license owned by TRANSFEREE plus $35.00 for every network license (per every five computers) owned by TRANSFEREE. Rates for Basic Support are subject to periodic change which will be posted on Elite's web site -- http://www.elitesoftware.com/tech/tech.htm. In addition to a payment to cover the fee for Basic Support, if TRANSFEREE's business is located outside the United States, Puerto Rico or the U.S. Virgin Islands, TRANSFEREE shall pay all long distance charges at the rate charged by ELITE's long distance telephone company, plus any applicable taxes. Basic Support refers to the guidance provided by an ELITE representative to TRANSFEREE over the telephone. **Such guidance is limited to answering training questions or supporting technical issues regarding the Elite Property and assistance on "specialty hardware items" purchased from ELITE, and may include prescheduled one-hour training sessions**. If TRANSFEREE requires troubleshooting outside the scope of Basic Support such as the need for an ELITE representative to review TRANSFEREE's data or remotely accessing customer's database; or guidance in areas not related to the Elite Property or "specialty hardware items" purchased from ELITE, such as guidance on TRANSFEREE's actual computer hardware, the configuration of TRANSFEREE's computer's settings (changing the time or adding a new printer driver), or for the loss of network connections and configurations between TRANSFEREE's computers, TRANSFEREE must: a) contact TRANSFEREE's hardware vendor, b) hire a computer consultant, or, c) request ***extended training or technical support*** from ELITE, as outlined in Paragraph 14 of this Agreement. Note: Only "specialty hardware items" purchased from ELITE are guaranteed to be compatible with the Software Program.

14. **EXTENDED SUPPORT.** TRANSFEREE may request ELITE provide ***extended training or technical support***, ("Extended Support"), via telephone which could involve assisting TRANSFEREE with converting TRANSFEREE's database files from a third-party software program into a database format recognized by the Elite Property; assisting TRANSFEREE with the Software Program's corrupted database files (as outlined in Paragraph 16 of this Agreement); reviewing TRANSFEREE's database files for training purposes; or assisting TRANSFEREE in areas not related to the Elite Property or not related to "specialty hardware items" purchased from Elite Software. Such Extended Support is available at a fee of $150.00 per hour, limited to the hours of operation for the Training or Technical Support Departments outlined in Paragraph 12, hereof. For purposes of this paragraph, an hour is defined as any sixty-minute period, or portion thereof. The fee for Extended Support may change from time to time, and any changes are posted on Elite's web site -- http://www.elitesoftware.com/tech/tech.htm. If TRANSFEREE should desire this advanced level of support, TRANSFEREE agrees to sign and return to ELITE the *Elite Software, Inc. Credit Card Authorization for Extended Training or Technical Support*. However, regarding database files sent by TRANSFEREE to ELITE for conversion, corruption repair, or other diagnostic analysis, TRANSFEREE is required to pay a nonrefundable $35 "diagnostic fee" for ELITE to review TRANSFEREE's data PRIOR to TRANSFEREE receiving any Extended Support. The diagnostic fee must be prepaid by check or credit card. If payment is made by credit card, TRANSFEREE agrees to sign and return to ELITE the *Elite Software, Inc. Credit Card Authorization for the Diagnostic Fee*. This diagnostic fee may change from time to time, and any changes are posted on Elite's web site -- http://www.elitesoftware.com/tech/tech.htm. ELITE will determine if TRANSFEREE's database file can be converted or repaired and will provide TRANSFEREE with a report of its evaluation within twenty-four (24) hours of receipt of TRANSFEREE's database files and TRANSFEREE's payment of the diagnostic fee. If TRANSFEREE desires ELITE to proceed with converting or repairing database files, ELITE will provide such Extended Support once TRANSFEREE signs the *Elite Software, Inc. Credit Card Authorization for Extended Training or Technical Support*. ELITE does not guarantee ELITE will be able to convert or repair TRANSFEREE's database files, and TRANSFEREE is responsible for all fees incurred whether ELITE is successful or not in its attempt to convert or repair TRANSFEREE's database file. Generally, depending on the level of data corruption or conversion, ELITE will convert or repair database files within seventy-two hours (72) hours of receipt of TRANSFEREE's signed *Elite Software, Inc. Credit Card Authorization for Extended Training or Technical Support*. Note: A rush fee of $95 can be charged for Extended Support to be performed within twenty-four (24) hours. However, based on a particular situation and/or the level of data corruption or conversion, the rush fee option may not be available. If ELITE is unable to repair TRANSFEREE's data, TRANSFEREE may elect, at TRANSFEREE's sole option and cost, to retain the services of a third-party consultant, specializing in complex data recovery and repair, for the purpose of analyzing and repairing or converting the data submitted by TRANSFEREE. TRANSFEREE agrees any product rendered by the third-party consultant's data analysis may still require additional data conversion and analysis by ELITE, subject to the terms of this Paragraph. If TRANSFEREE elects to retain the services of a third-party consultant, TRANSFEREE shall first agree to the terms of and execute the *Elite Software, Inc. Third-Party Consultant Retention*

Please Initial Here: _____

Agreement, the provisions of which shall control the relationship between ELITE, TRANSFEREE, and the third-party consultant. If TRANSFEREE desires ***extended "on-site" training or technical support,*** TRANSFEREE agrees to sign and return the *Elite Software, Inc. Extended 'On-site' Training or Technical Support Application and Agreement* to ELITE. **EXTENDED SUPPORT, AND EXTENDED "ON-SITE" TRAINING OR TECHNICAL SUPPORT, ARE NOT AVAILABLE UNLESS TRANSFEREE IS ELIGIBLE TO RECEIVE BASIC SUPPORT AS SET FORTH IN PARAGRAPH 13**

15. **AFTER HOURS SUPPORT.** Technical support may be provided AFTER the normal office hours of ELITE's **Technical Support Department** and during holidays, at an additional fee of $80.00 per incident per day. This after-hours rate may change from time to time and any changes are posted on Elite's web site -- http://www.elitesoftware.com/tech/tech.htm. **The "after hours" fee of $80.00 per incident per day is final and non-refundable**, and must be paid before receiving "after hours" technical support**.** TRANSFEREE shall pay this fee each time before receiving "after hours" technical support. If TRANSFEREE requires such support, TRANSFEREE shall first have a valid credit card ready before calling, then contact ELITE to have a technician paged. If TRANSFEREE does not have a credit card or the card is declined, TRANSFEREE will not qualify for "after hours" technical support. It may take as long as one hour until TRANSFEREE's page is answered. Also, the moment a technician is paged, TRANSFEREE's credit card is billed the $80.00 fee. TRANSFEREE is obligated to pay this fee even if: a) TRANSFEREE resolves the problem before the technician calls TRANSFEREE, b) the technician attempts to contact TRANSFEREE and encounters an answering machine or no answer, or c) TRANSFEREE is not satisfied with the assistance provided by the technician.

16. **DATA CORRUPTION. Data corruption from within the Software Program and Elite Salon & Spa Payroll™ could occur at any moment, and TRANSFEREE agrees to indemnify and hold harmless ELITE from any liability for such data corruption.** To minimize problems possibly arising from such corruption, TRANSFEREE shall perform daily backups of TRANSFEREE's data to external media such as external hard drives or USB flash drives, and shall perform such backups using a different drive or flash drive for each day of the week TRANSFEREE is open for business. If TRANSFEREE happens to encounter data corruption and has no valid backup, TRANSFEREE may send or transfer corrupted data to ELITE for repair purposes under the provisions as set forth in Paragraph 14 of the Agreement. If TRANSFEREE elects to retain a third-party consultant, as set forth in Paragraph 14, above, the provisions of Paragraph 14 and the *Elite Software, Inc. Third-Party Consultant Retention* Agreement shall control the relationship between ELITE, TRANSFEREE, and the third-party consultant.

17. **LIMITATIONS.** ELITE reserves the right to limit its obligations in Paragraphs 12, 13, 14, 15, and 16 herein, to provide technical support and/or data corruption support to TRANSFEREE in support of a specific release of the Elite Property to a period ending no earlier than three years from the date that software release upgrade is made available by ELITE to all customers. Notwithstanding any other provision herein, or any other obligation of ELITE set forth herein, or in any other agreement between ELITE and TRANSFEREE, ELITE will not provide support for any software release issued prior to release 6.1.x.

18. **THIRD-PARTY CONSULTANT.** ELITE will not be liable for any costs incurred as a result of TRANSFEREE, for any reason, employing the services of a third-party computer consultant or other technical personnel.

19. **SECURITY PASSWORD.** ELITE may choose NOT to provide support on confidential topics unless TRANSFEREE provides the "Customer Security Password" to ELITE (such as TRANSFEREE's mother's maiden name or the name of a pet). Note: The Customer Security Password is entered below by TRANSFEREE in the signature area of this agreement). An example of when an ELITE technician or trainer may require the customer security password from TRANSFEREE is when TRANSFEREE forgets a program password. If TRANSFEREE desires to change the Customer Security Password after this agreement is signed and accepted by ELITE, TRANSFEREE understands TRANSFEREE must complete, sign and return to ELITE the *Elite Software, Inc. Change in Customer Information Form.*

20. **USER MANUAL.** TRANSFEREE may view or print the user manuals from the program CD, and that there is no charge for such electronic manuals.

21. **LIMITED WARRANTY.** With respect to the media on which the Software Program and Components and Modules are transmitted to TRANSFEREE (the "Software Media"), and the physical documentation, ELITE warrants these items will be free from defects in materials and workmanship, assuming normal use, for a period of thirty (30) days from the date TRANSFEREE's predecessor or predecessors in interest first purchased this license to use the Software Program from ELITE. ELITE warrants the PCSD to be free from defects assuming normal use, for a period of five (5) years from the date of purchase of this license to use the Software Program. In the event of notification, within the warranty period, of defects in materials and workmanship, the defective Software Media or documentation will be replaced free of charge, and the PCSD will be repaired as set forth in Paragraph 9, hereof, so long as TRANSFEREE mails, freight pre-paid by TRANSFEREE, the defective material to ELITE along with a dated proof of purchase. The sole remedy for breach of this warranty is limited to replacement of the Software Media, documentation or PCSD. The PCSD warranty is more particularly set forth in Paragraph 9, hereof.

    EXCEPT FOR THE ABOVE WARRANTY, THE SOFTWARE PROGRAM, AND COMPONENTS AND MODULES ARE PROVIDED "AS IS". THE ENTIRE RISK AS TO RESULTS AND PERFORMANCE OF THE SOFTWARE PROGRAM, AND COMPONENTS AND MODULES IS ASSUMED BY TRANSFEREE. NEITHER ELITE, NOR AGENTS OF ELITE, NOR THE CREATORS OF THE SOFTWARE PROGRAM, AND COMPONENTS AND MODULES, WARRANT OR GUARANTEE THE RESULT TO BE OBTAINED WITH THE SOFTWARE PROGRAM, AND COMPONENTS AND MODULES IN TERMS OF CORRECTNESS, RELIABILITY OR LEGALITY. THE ABOVE IS THE ONLY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF THE MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Please Initial Here: _____

THE LIABILITY OF ELITE OR ANY AGENT OF ELITE OR ANY CREATOR OF THIS SOFTWARE PROGRAM, AND COMPONENTS AND MODULES UNDER THE LIMITED WARRANTY SET FORTH ABOVE SHALL BE LIMITED TO AND NOT EXCEED THE AMOUNT PAID BY TRANSFEREE FOR THE PROGRAM SOFTWARE MEDIA AND RELATED SOFTWARE AND MATERIALS. IN NO EVENT SHALL ELITE, OR ANY AGENT OF ELITE, OR ANY CREATOR OF THIS SOFTWARE PROGRAM, AND COMPONENTS AND MODULES, BE LIABLE FOR ANY LOSS OF PROFITS OR ANY OTHER DAMAGES INCLUDING BUT NOT LIMITED TO SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES. SOME STATES DO NOT ALLOW LIMITATIONS OR EXCLUSIONS OF LIABILITY, OR THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO TRANSFEREE.

22. **WAIVER.** No act, delay, omission or course of dealing between TRANSFEREE and ELITE shall be a waiver of any of ELITE's rights or remedies under this agreement. A waiver by ELITE of any rights or remedies under the terms of this agreement or with respect to any obligation on any occasion will not be a bar to the exercise of any right or remedy on any subsequent occasion. All rights and remedies of ELITE hereunder are cumulative and may be exercised singly or concurrently, and the exercise of any one or more of them will not be a waiver of any other.

23. **VENUE AND JURISDICTION.** Except in matters where exclusive subject matter jurisdiction is reserved in and to the federal courts, exclusive venue for any action arising from this Agreement shall lie in state court in Alachua County, Florida. If exclusive subject matter jurisdiction is reserved in and to federal courts, exclusive venue shall lie in the United States District Court, Northern District of Florida, Gainesville Division. In either case, TRANSFEREE waives all objections to the personal jurisdiction of said courts over TRANSFEREE in any such actions.

24. **ENFORCEMENT OF INTELLECTUAL PROPERTY RIGHTS.** As additional consideration for ELITE agreeing to perform its obligations hereunder, TRANSFEREE shall and does waive any and all objections to the personal jurisdiction of the United States District Court, Northern District of Florida, Gainesville Division over TRANSFEREE, in any action to enforce its copyright, trademark, and/or patent rights against TRANSFEREE pursuant to any applicable provision of the federal laws, acts, and regulations of the United States, including, but not limited to the United States Code. Gainesville, Alachua County, Florida shall be the exclusive venue for bringing any such actions.

25. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Florida applied to contracts entered into in the State of Florida to be performed in the State of Florida by Florida residents.

26. **COSTS OF LITIGATION.** In the event of any legal action and its subsequent appeals between ELITE and TRANSFEREE, arising from this Agreement, or otherwise, including, but not limited to any copyright, trademarks, or patent claims, ELITE shall be entitled to recover its reasonable legal fees including but not limited to attorney's fees incurred if ELITE prevails in said legal action and its subsequent appeals. All delinquent sums due pursuant to this Agreement shall accrue interest at the rate of 1.5% per month.

27. **ASSIGNMENT.** This Agreement may be assigned by ELITE in which event ELITE shall be released from all duties and liabilities hereunder. TRANSFEREE shall not assign this Agreement to any other person or entity.

28. **MODIFICATION.** The terms of this Agreement may only be modified in writing signed by both parties, or by the terms of any subsequent modification by ELITE included in the printed or on-screen documentation accompanying any future releases of the Elite Property.

29. **INTERNATIONAL PROTECTION**. The intellectual property that is the subject of this license, including, but not limited to the Elite Property, is protected by US Copyright Laws and International Treaties, the violation of which may subject TRANSFEREE to liability for damages caused to ELITE by TRANSFEREE's violations.

30. **AUTHORITY TO BIND ENTITY.** If TRANSFEREE is a corporation, limited liability company (LLC), limited partnership, then the person executing this Agreement is authorized to bind TRANSFEREE to the terms hereof.

31. **EFFECTIVE DATE**. The terms of this Agreement shall become effective on the date this Agreement is executed by TRANSFEREE and subsequently accepted by ELITE.

Please Initial Here: _____

THIS IS A LEGALLY BINDING AGREEMENT; PLEASE READ ALL PAGES. THIS AGREEMENT IS THE OBLIGATION OF THE TRANSFEREE NAMED BELOW:

SECTION A – TRANSFEREE INFORMATION

TRANSFEREE's* Printed Name ***IMPORTANT, PLEASE READ FIRST: If TRANSFEREE is a corporation or an entity other than an individual, then the name of that corporation or entity MUST be printed as TRANSFEREE.**

Signature of TRANSFEREE or TRANSFEREE's Agent

Printed Name of Person Signing
(if NOT an individual or sole proprietor)

Title of Person Signing

Date

TRANSFEREE Address City State Zip/Postal Code

Phone

Fax

E-mail address

TRANSFEREE listed above is a(n): [ ] Individual/Sole Proprietorship [ ] Limited Liability Company (LLC)
[ ] Limited Partnership [ ] Corporation [ ] General Partnership

TRANSFEREE provides the following "Customer Security Password" information for support purposes:

(Select ONLY ONE option below)

[ ] What is your mother's maiden name? _____
[ ] What is the name of the city you were born in? _____
[ ] What are the last four digits of your social security number: _____

STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared the above referenced TRANSFEREE or agent of the above referenced TRANSFEREE who states his/her name is _____, who [ ] is personally known / [ ] did show identification to me, and under oath does state that he/she is the aforementioned named TRANSFEREE or agent of the above referenced TRANSFEREE and who did execute the forgoing in my presence.

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 20___.

Witness my hand and seal:

Signature of Notary Public

Date

My commission expires: _____

Please Initial Here: _____

SECTION B – METHOD OF PAYMENT FOR THE LICENSE TRANSFER FEE (select one):

[ ] CREDIT CARD PAYMENT

I hereby authorize Elite Software to charge for the transfer of a license to the software program in the amount of $200.00, plus any applicable sales tax, and costs for shipping and handling. I have read and agree to the above terms and conditions of this *Elite Software, Inc. License and Purchase Agreement* regarding payments and refunds.

Please charge my: __VISA __MasterCard __Discover __American Express

_____ _____

Credit Card Account Number Exp. Date

_____ _____ _____

Credit Card Billing Address Zip/Postal Code V-Code

_____ _____ _____

Name as it appears on the card Signature of Cardholder Date

[ ] CHECK PAYMENT

A check in the amount of $200.00 for the transfer of a license to the software program plus applicable sales tax, and costs for shipping and handling fees is included with this Agreement. I have read and agree to the above terms and conditions of this *Elite Software, Inc. License and Purchase Agreement* regarding payments and refunds.

_____ _____

Signature of Checking Account Holder Date